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Service Providers' performance or nonperformance of duties to you.

If you are a California resident, you waive California Civil Code Section 1542, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### Legal Costs

You agree to indemnify us and any Gemini Service Provider for actual, reasonable legal costs and expenses directly related to your account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of Gemini. **As a result, we will be entitled to charge your Gemini Account for such costs without notice, including legal and enforcement related costs that we incur.** Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in your account, that asset may not be transferred out of said account until the matter is resolved. We will provide copies of all invoices on request.

### Entire Agreement

This User Agreement, our Privacy Policy, our API Agreement, Custody Agreement, and our Market Data Agreement, incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and Gemini Trust Company, LLC as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this User Agreement), as well as every nature between and among you and us.

### Separately Negotiated Arrangements

From time to time, we may, subject to Applicable Laws and Regulations and as determined by us in our sole discretion, enter into separately negotiated arrangements with certain

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arrangements may involve, among other matters: (i) different incentives, including, but not limited to, different economic, funding, and/or fee terms, or other payments; (ii) the ability to receive additional or customized market information not generally available to other Gemini Customers (subject to the terms of the Gemini API Agreement); (iii) preferred access to Gemini customer service resources; (iv) an agreement to permit representatives of such Gemini Customer to serve on any customer representative bodies or advisory committees that we may form; or (v) an agreement to provide such Gemini Customer with incentives, including, but not limited to, different economic, funding, and/or fee terms, or other payments, in connection with their creation, holding, and/or use of the Gemini Dollar.

Any such separately negotiated arrangements will be entered into based on factors or considerations determined by us to be relevant in our sole discretion, and arrangements or terms offered to one Gemini Customer generally are not available to all, or even any, other Gemini Customers. Examples of factors we may consider in deciding whether to negotiate customized terms via a confidential side letter or similar agreement include, but are not limited to: (i) whether a Gemini Customer plans to or is expected to conduct a significant or high volume of trading activity on our Exchange, or (ii) whether a Gemini Customer is subject to specific and unique legal, tax, or regulatory obligations or requirements. You agree and understand that you nor any other Gemini Customer shall have any right or legal recourse against us or any Gemini Customer that receives additional or different rights or terms as a result of a separately negotiated arrangement. You further agree and understand that the validity of or enforceability of the terms and conditions of this User Agreement entered into by and between you and Gemini Trust Company, LLC, shall not be affected by the existence of or the terms and conditions of any separately negotiated arrangement with any Gemini Customer.

## Assignment

This User Agreement, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. This User Agreement shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

## Relationship of the Parties

You agree and understand that nothing in this User Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this

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such rights to such persons, and this User Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

### **Injunctive Relief**

You agree and understand that your obligations and the obligations of each user set forth in this User Agreement are necessary and reasonable in order to protect us and our business. You expressly agree that due to the unique nature of our business, monetary damages would be inadequate to compensate us for any breach by you of your covenants and agreements set forth in this User Agreement. Accordingly, you agree and understand that any such violation or threatened violation shall cause irreparable injury to the us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to obtain injunctive relief against any threatened breach of this User Agreement or your continuation of any such breach, without the necessity of proving actual damages.

### **Severability**

You agree and understand that if any provision of this User Agreement, or application thereof, shall be determined to be invalid or unenforceable under any rule, law, or regulation or by any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree and understand that the validity of or enforceability of any other provision (or of such provision, to the extent its application is not invalid or unenforceable) of this User Agreement shall not be affected.

### **Change of Control**

In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

### **Survival**

You agree and understand that all provisions of this User Agreement, which by their nature extend beyond the termination or expiration of this User Agreement, including, but not limited to, sections pertaining to suspension, investigations, remedies for breach, termination, debts owed, right to offset, unclaimed funds, general use of Gemini, disputes with us, and general provisions, shall survive the termination or expiration of this User Agreement.

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context otherwise requires: (i) the words “hereof,” “herein,” “hereunder” and words of similar import, when used in this User Agreement, shall refer to this User Agreement as a whole and not to any particular provision of this User Agreement; (ii) the terms defined in the singular have a comparable meaning when used in the plural and vice versa; (iii) wherever the word “include,” “includes” or “including” is used in this User Agreement, it shall be deemed to be followed by the words “without limitation”; (iv) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if”; and (v) the word “or” shall not be interpreted to be exclusive.

### English Language Controls

Notwithstanding any other provision of this User Agreement, any translation of this User Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language.

### Written Notice

If we send an email to the email address on record for your User Account, you agree and understand that this constitutes written notice (“Written Notice”) from us to you. If you visit our [Help Center](#), this constitutes Written Notice from you to us. For all notices made by email, the date of receipt is considered to be the date of transmission.

### Business Day

A business day (“Business Day”) shall mean any day other than a Saturday, a Sunday, or day when federal banks located in the State of New York are closed for a legal holiday or by government directive.

### Non-Waiver of Rights

This User Agreement shall not be construed to waive rights that cannot be waived under Applicable Laws and Regulations, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon your strict compliance with any term or provision of this User Agreement shall not be construed as a waiver for you to not comply with such term or provision.

### Governing Law

This User Agreement, your use of Gemini, your rights and obligations, and all actions contemplated by, arising out of or related to this User Agreement shall be governed by the

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**ACCORDING TO THE TERMS OF THIS USER AGREEMENT SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF NEW YORK AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.**

### Dispute Resolution

You agree and understand that any controversy, claim, or dispute arising out of or relating to this User Agreement or the breach thereof or the services provided to you by Gemini shall be settled solely and exclusively by binding arbitration held in the county in which you reside, or another mutually agreeable location, including remotely by way of video conference administered by JAMS and conducted in English, rather than in court. You expressly agree that any dispute about the scope of this User Agreement to arbitrate and/or the arbitrability of any particular dispute shall be resolved in arbitration in accordance with this section. You expressly agree that an arbitrator may issue all appropriate declaratory and injunctive relief necessary to ensure the arbitration of disputes (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). You agree to keep any arbitration strictly confidential.

You agree that this arbitration provision applies not just to disputes with Gemini but also to (a) disputes with Gemini and any other party named or added as a co-defendant along with Gemini at any time during a court action, and (b) disputes in which a party is named as a defendant in a court action involving claim(s) arising from or related to this User Agreement or any other Gemini agreement or program terms, even if Gemini is not named or added as a defendant. Any such co-defendant or defendant is a third-party beneficiary entitled to enforce this arbitration provision.

You agree that the arbitrator shall have the authority to order any remedies, legal or equitable, which a party could obtain from a court of competent jurisdiction in an individual case based on the claims asserted, and nothing more. The arbitrator shall not award punitive or exemplary damages to either party, unless such remedies would otherwise be available under applicable law.

The parties agree and acknowledge that this arbitration provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. s. 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties to be bound by the provisions of the FAA for all purposes, including, but not limited to, interpretation, implementation, enforcement, and administration of this arbitration provision, and the FAA shall preempt all state laws to the fullest extent permitted by the law.



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- The arbitration shall be conducted by one neutral arbitrator;
- You agree that service of a demand for arbitration via Written Notice constitutes sufficient written notice of the Demand for Arbitration;
- Arbitration may proceed in the absence of any party if that party has been given Written Notice of the arbitration, as specified in this Agreement and/or the Rules; and
- Each side agrees to bear its own attorney's fees, costs, and expenses, unless such remedies would otherwise be available under applicable law.

You agree that, wherever practicable, we will seek to appoint a fair representation of diverse arbitrators (considering gender, ethnicity and sexual orientation), and will request administering institutions to include a fair representation of diverse candidates on their rosters and list of potential arbitrator appointees.

You agree to abide by all decisions and awards rendered in such proceedings and you agree that such decisions and awards rendered by the arbitrator shall be final and conclusive, except for any appeal rights under the FAA.

To the extent you seek emergency relief in connection with any controversy, claim, or dispute arising out of or relating to this User Agreement or the breach thereof, or the services provided to you by Gemini, you agree that the "Emergency Relief Procedures" provision of the JAMS Comprehensive Rules, currently Rule 2(c), shall govern. You agree and understand that this User Agreement restricts you from seeking emergency relief from any court, including without limitation temporary restraining orders and/or preliminary injunctions, and you agree that, to the extent either party breaches this User Agreement by seeking such relief from a court, that party shall be responsible for paying the opposing party's attorneys' fees in opposing such relief, and the arbitrator shall render an award of such attorneys' fees at the earliest possible time after such fees are incurred.

Notwithstanding the foregoing obligation to settle disputes through arbitration, you or we may assert claims, if they qualify, in small claims (or an equivalent) court in New York County or any United States county where you live. However, if the claims are transferred, removed or appealed to a different court, they shall be subject to arbitration.

You agree that you or we may, without inconsistency with this arbitration provision, apply to any court for an order enforcing the arbitral award. You irrevocably and unconditionally agree to waive any objection that you may now or hereafter have to the laying of venue of

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lieu of any action at law or equity. **In arbitration the parties waive their rights to have a jury trial.**

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE OR FOR ANY OTHER REASON LITIGATION PROCEEDS IN COURT THEN YOU AGREE THAT YOU AND WE:

- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS USER AGREEMENT OR THE SERVICES THAT GEMINI PROVIDES OR ANY OTHER MATTER INVOLVING US HERETO, AND
- SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND YOU AGREE NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

**You agree to arbitrate solely on an individual basis, and agree and understand that this User Agreement does not permit class action or private attorney general litigation or arbitration of any claims brought as a plaintiff or class member in any class or representative arbitration proceeding or litigation. The arbitral or other tribunal may not consolidate more than one User's claims and may not otherwise preside over any form of a representative or class proceeding.**

If any portion of this arbitration clause is held to be invalid or unenforceable, the remaining portions will nevertheless remain in force, subject to two exceptions: (a) if a determination is made that the prohibition on class litigation and arbitration is unenforceable, and that determination is not reversed on appeal, then this arbitration clause (except for this sentence) will be void in its entirety; and (b) if a court determines that a public injunctive relief claim may proceed notwithstanding the prohibition on class litigation and arbitration, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS ARBITRATION CLAUSE OR THIS USER AGREEMENT, OTHER THAN DISPUTES ARISING SOLELY OUT OF OR RELATING SOLELY TO THE CREDIT CARD SERVICES, DISPUTES ARISING OUT OF OR RELATING TO ANY GEMINI CREDIT CARD YOU MAY HAVE SHALL BE GOVERNED EXCLUSIVELY BY THE

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inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for stay or dismissal of any court action commenced by you with respect to a dispute arising out of such matters.

A printed version of this User Agreement shall be admissible in judicial or administrative proceedings.

## State License and Regulatory Disclosures

### Alaska

#### Alaska Department of Commerce, Community, and Economic Development

We are licensed as a money transmitter in the State of Alaska. Please note that this license does not cover the transmission of virtual currency. If you are located in the State of Alaska and have a complaint, please first contact Gemini Support at one of the three methods provided in the Questions, Feedback, and Complaints section.

#### For Alaska Residents Only:

If your issue is unresolved by Gemini Trust Company, LLC [Tel. +1 (866) 240-5113], please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Formal complaints must be in writing, please download the form here: <https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Formal complaint forms may be submitted via:

1. Fax: +1 (907) 465-1230
2. Email: [msb\\_licensing@alaska.gov](mailto:msb_licensing@alaska.gov)
3. Mail: Division of Banking & Securities, PO Box 110807 Juneau, AK 99811-0807

If you have questions regarding formal complaints, please call the Division of Banking & Securities at +1 (907) 465-2521.

### Colorado

#### Colorado Division of Banking

Colorado Money Transmitters Act

CUSTOMER NOTICE



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Colorado Division of Banking pursuant to the Money Transmitters Act, Title 11, Article 110, Colorado Revised Statutes.

If you have a Question about or Problem with YOUR TRANSACTION – THE MONEY YOU SENT:

You must contact the Money Transmitter who processed your transaction for assistance. The Division of Banking does not have access to this information.

If you are a Colorado Resident and have a Complaint about THE MONEY TRANSMITTER – THE COMPANY THAT SENT YOUR MONEY:

ALL complaints must be submitted in writing. Please fill out the Complaint Form provided on the Colorado Division of Banking's website and return it and any documentation supporting the complaint via mail or email to the Division of Banking at:

Colorado Division of Banking  
1560 Broadway, Suite 975  
Denver, CO 80202

email: [DORA\\_BankingWebsite@state.co.us](mailto:DORA_BankingWebsite@state.co.us)

website: [banking.colorado.gov/industry/money-transmitters](https://banking.colorado.gov/industry/money-transmitters)

## Hawaii

### Digital Currency Innovation Lab

#### CUSTOMER NOTICE

*Gemini is providing services to you as a participant in a special Hawaii project, which ends on December 31, 2022. At the end of the project term, Gemini may be required to close all accounts for Hawaii customers and cease operations. Gemini will notify Hawaii customers in advance if accounts must be closed.*

*Hawaii customers who choose to open accounts with Gemini are advised that the virtual currency or digital currency purchased, whether as an investment, for making payments, or other purposes, may lose value, including the loss of some or all of your original purchase amount.*

At the conclusion of the project, customers may contact Gemini Customer Support with any account inquiries at our [Help Center](#); by sending an email through the Gemini website at <https://gemini24.zendesk.com/hc/en-us>; by writing to Gemini Trust Company, LLC, 600 Third Avenue, 2nd Floor, New York, NY, 10016; by calling Gemini Customer Support at +1 (866) 240-5113 (toll-free in the USA); or by sending a direct message to @GeminiSupport on Twitter. Please note that customers are encouraged to contact Gemini Customer

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Division of Financial Institutions, Department of Commerce and Consumer Affairs ("DFI"). Complaints should be in writing, and the use of DFI Form CC is preferred, but not required. You may also obtain the form from the DFI office.

Information that you should include in your written complaint:

1. Your name, address, email address, and telephone number.
2. Name of the institution the complaint is against, name of the branch office (if applicable), address, and telephone number.
3. Detailed description of the specific complaint against the institution, giving the dates involved, and the names of the people with whom you dealt.
4. Names, addresses, and telephone numbers of the persons you have dealt with who are important to your complaint.
5. Copies (not originals) of all pertinent documents, such as contracts, letters, receipts, and statements.
6. Description of the resolution you desire or would find acceptable.
7. Your signature and the date signed.

Complaints can be mailed, delivered, or emailed to:

If by mail:

**Hawaii Division of Financial Institutions**  
**Department of Commerce and Consumer Affairs**  
P.O. Box 2054  
Honolulu, HI 96805

If in person or by courier:

**Hawaii Division of Financial Institutions**  
**Department of Commerce and Consumer Affairs**  
335 Merchant Street, Room 221  
Honolulu, HI 96813

If by email:

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## Maryland

### Office of the Commissioner of Financial Regulation

If you are located in the State of Maryland and have a complaint, please first contact Gemini Support at one of the three methods provided in the Questions, Feedback, and Complaints section. If you still have an unresolved complaint, please fill out the Complaint form provided on the Maryland Office of the Commissioner of Financial Regulation's website. The Maryland Office of the Commissioner of Financial Regulation can be reached at 410- 230-6100 or toll free 888-784-0136 with any questions.

Complaints can be mailed, delivered, or emailed to:

If by mail or in person:

**Office of the Commissioner of Financial Regulation** **ATTN: Consumer Services Unit**  
500 N. Calvert Street, Suite 402  
Baltimore, MD 21202

If by Facsimile (Fax).

Fax to: 410-333-3866 Mark your fax to the attention of the Consumer Services Unit.

If by email:

Email to: [DLFRComplaints-LABOR@maryland.gov](mailto:DLFRComplaints-LABOR@maryland.gov)

Be sure to include the complaint form and supporting documentation as attachments.

## New York

### New York State Department of Financial Services

If you are located in the State of New York and have a complaint, please first contact Gemini Support at one of the three methods provided in the 'Questions, Feedback, and Complaints' section. If you still have an unresolved complaint, you may also direct your complaint to the attention of: New York State Department of Financial Services, One State Street, New York, NY 10004-1511; +1 (212) 709-1540. Please visit [www.dfs.ny.gov](http://www.dfs.ny.gov) **and use the New York State Department of Financial Services Consumer Complaint Portal** to file a complaint with DFS.

## Ohio

### Ohio Department of Commerce

We maintain a money transmission license in the State of Ohio and are therefore subject to the requirements of the Ohio money transmission statutes. Any regulated services

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to you or to any other user in the State of Ohio in the course of you visiting, accessing, or using Gemini hereunder. Any reference in the User Agreement to fiduciary services provided by us on your behalf shall refer, in the case of users in the State of Ohio, to our fiduciary obligations as a licensed money transmitter in Ohio.

## Oregon

### Oregon Department of Insurance and Finance

We maintain a money transmission license in the State of Oregon and are therefore subject to the requirements of the Oregon money transmission statutes. Any regulated services provided to users located in the State of Oregon shall be characterized as money transmission and not as trust services performed on behalf of our users in the State of Oregon. If you are a user located in the State of Oregon, we are not providing any trust services to you or to any other user in the State of Oregon in the course of you visiting, accessing, or using Gemini hereunder. Any reference in the User Agreement to fiduciary services provided by us on your behalf shall refer, in the case of users in the State of Oregon, to our fiduciary obligations as a licensed money transmitter in Oregon.

If you are located in the State of Oregon and have a complaint, please first contact Gemini Support at one of the three methods provided in the 'Questions, Feedback, and Complaints' section. If you still have an unresolved complaint regarding our money transmission activity, you may also direct your complaint to the attention of: Oregon Division of Financial Regulation, P.O. Box 14480, Salem, OR 97309-0405; +1 (866) 814-9710 (toll-free in the USA). Please visit <http://dfr.oregon.gov/> for additional information.

## Texas

### Texas Department of Banking

If you are located in the State of Texas and have a complaint, please first contact Gemini Support at one of the three methods provided in the 'Questions, Feedback, and Complaints' section. If you still have an unresolved complaint regarding our money transmission activity, you may also direct your complaint to the attention of: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, TX 78705; +1 (877) 276-5554 (toll-free in the USA). Please visit [www.dob.texas.gov](http://www.dob.texas.gov) for additional information.

## Questions, Feedback, and Complaints

If you have any questions, would like to provide feedback, or would like more information about Gemini, please feel free to visit our [Help Center](#).

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- Contact our customer support team by visiting our [Help Center](#)
- Write to Customer Support at:  
Gemini Trust Company, LLC, 600 Third Avenue, 2nd Floor, New York, NY 10016; or
- Call Customer Support at +1 (866) 240-5113 (toll-free in the USA).

### Submissions to Gemini

We cannot agree to obligations of confidentiality or nondisclosure with regard to any unsolicited information you submit to us, regardless of the method or medium chosen. By submitting unsolicited information or materials to us or any Gemini Service Provider, you or anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary.

We do not provide any facility for sending or receiving private or confidential electronic communications. You should not use Gemini to transmit any communication for which you intend only you and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered using Gemini can and may be read by us, regardless of whether we are the intended recipients of such messages. Nevertheless, access to messages and other content will be accessible only by employees and Gemini Service Providers that reasonably need such access.

Digital Asset trading involves a high degree of risk. The Digital Asset market is new and unproven and may not grow. Digital Assets may experience frequent price volatility due to (i) the small use of Digital Assets in the retail and commercial marketplace in comparison to relatively large use by speculators and (ii) the lack of assurance that a person or institution who accepts Digital Assets as payment today will continue to do so in the future. Such price volatility may adversely affect an investment in Digital Assets so prior to using Gemini, please evaluate the merits and risks of the investment and be able to bear

<sup>1</sup>A Gemini Depository Account is the exchange account associated with a Gemini user.

<sup>2</sup>A Gemini Custody Account is a segregated custody or cold storage account.

the economic risk of losing your entire investment in a short period of time. No material on Gemini should be considered as an offer by Gemini to sell or solicitation by Gemini of any offer to buy Digital Assets.

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